# **TOWN OF GROTON**

# **REQUEST FOR PROPOSALS**

## INDUSTRIAL REAL ESTATE APPRAISALS

PROPOSAL NUMBER: 16-24

OPENING DATE: 2:30 P.M. March 18, 2016

LOCATION: Purchasing Office, Groton Town Hall

ADDRESS: 45 Fort Hill Rd., Groton, CT 06340

Proposals received after 2:30 P.M. on March 18, 2016 will not be accepted.

Sealed proposals will be received by John Piacenza, Purchasing Agent for the Town of Groton, until 2:30 P.M. on March 18, 2016 for "INDUSTRIAL REAL ESTATE APPRAISALS" for the Town of Groton in accordance with the following specifications and information.

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#### TOWN OF GROTON

#### 1. **GENERAL INFORMATION**

It is the intent of this "Request for Proposal" to establish a vendor to supply the Town of Groton with "INDUSTRIAL REAL ESTATE APPRAISALS." The respondent is not to include any taxes from which the Town is exempted by law. The Town will complete any tax exemption forms that the successful vendor may require if such forms are within its legal parameters.

#### 2. PROPOSAL SUBMISSION

Proposals shall be submitted to the Office of the Purchasing Agent no later than 2:30 P.M. on March 18, 2016 at which time they will be publicly opened and read aloud. Proposals received after that date and time will not be considered by the Town of Groton. Proposals must be submitted in a sealed envelope, addressed to the Office of the Purchasing Agent, marked "INDUSTRIAL REAL ESTATE APPRAISALS" proposal number 16-24. PLEASE PROVIDE INFORMATION AND PRICING AS ASKED FOR IN THE PROPOSAL SPECIFICATIONS. The Town of Groton Purchasing Division shall receipt stamp each proposal received. The date of the stamp shall prevail over any post mark date. The Town of Groton assumes no liability for any postal service delays.

#### 3. WITHDRAWAL OF PROPOSALS

No respondent may withdraw their proposal for a period of 180 days after the actual date of the proposal opening, during which time prices will be firm. Proposals may be withdrawn by written authorization only and only if withdrawal request is received one (1) day or more prior to the opening. The proposed prices in this proposal shall hold through each delivery date indicated.

Costs for the preparation of this proposal are to be borne entirely by the respondent. They shall not in any way be charged to the Town of Groton. All submissions become the property of the Town of Groton to use as required to meet the objectives of this proposal.

# 4. PROPOSAL BONDS, CERTIFIED CHECKS OR CASHIER'S CHECKS (SEE PROPOSAL FORM)

When required each proposal shall be accompanied by a proposal bond signed by a surety company authorized to do business in Connecticut or by a cashier's check

or certified check made payable to the Town of Groton. The amount of the proposal deposit will be 0% of the total base bid unless otherwise specified.

Bond amount required: 0%

#### 5. PERFORMANCE BOND

If required by the specifications, or if the amount of your proposal is in excess of \$25,000.00, the successful respondent may need to provide a performance bond in the amount of 100% of the total project price. The performance bond shall be made out in favor of the Town of Groton. The performance bond shall be required as security by the successful bidder for faithful performance of his contract. This performance bond shall be required within ten (10) days of the award notification. The performance bond must be written by a surety company licensed to conduct business in the State of Connecticut. The successful respondent, upon failure or refusal to furnish within ten (10) days the required performance bond, shall forfeit their proposal deposit to the Town of Groton as liquidated damages.

Bond amount required: 0%

#### 6. VENDOR QUALIFICATION

Each vendor shall present evidence that he/she is normally engaged in the purveying of the type of materials/equipment or workmanship proposed. The vendor shall make themselves thoroughly familiar with the contents of the notice before submitting his/her proposal. The vendor automatically acknowledges and accepts all of the provisions, conditions, and specifications of this notice. proposal shall be considered from vendors who are unable to show that they are normally engaged in the purveying of the type of materials/equipment or workmanship proposed. For any type of service, construction or commodity, the vendor certifies that his product or service meets all local, State and Federal regulations applicable to their product or service. The vendor is responsible for complying with all ordinances, laws and regulations affecting his/her particular product or service and holds the Town of Groton harmless for any claims for damages whether bodily, personal or property due to the avoidance of any requirement of any governing body. All respondents, in order for their proposals to be considered, must not be delinquent on any property tax or fees issued by the Town. Respondents shall certify that neither they nor any business or corporation fully or partially owned by the respondent is not delinquent on Town property taxes or fees.

# 7. DELIVERY

All prices quoted shall include any and all **shipping**, **handling**, **insurance**, **training**, **consulting**, **out of pocket expense**, and **delivery** charges necessary to deliver any materials and equipment ordered to:

Town of Groton 45 Fort Hill Road Groton, CT 06340

Attn: Mary Gardner, Assessor

Contract delivery dates for all deliverables will be established at the time of contract award. The Town of Groton reserves the right to assess a penalty of not less than 2% (of the contract price) per month for the late submission of any required deliverables by the firm that is ultimately awarded the contract to perform the industrial real estate appraisals.

#### 8. ACCEPTANCE OR REJECTION

The Town reserves the right to accept or reject any or all proposals and to waive any minor deviations from our request for proposal procedure if it is in the best interest of the Town to do so.

#### 9. PAYMENT TERMS

The Town agrees to pay for the material/equipment within thirty (30) days after acceptance. Acceptance means 100% delivery of satisfactory merchandise to comply with our specifications. If a vendor wishes to offer a prepayment discount he/she must provide a separate sheet with his/her proposal showing the terms of the discount and the advantage to the Town of Groton in accepting this prepayment discount. Prepayment in no way forfeits any right of the Town to complete satisfaction with the purchase nor does it relieve the vendor of any responsibility to perform as required in the proposal document.

#### 10. SUPPLEMENTAL INFORMATION

The vendor must submit with his/her proposals the detailed specifications, descriptive literature and all necessary details on the material/equipment he/she proposes to furnish in order that the Town may have full information available when analyzing the proposals. In cases where an item is identified by a manufacturer's name, trade name, catalog number or reference it is understood that the respondent proposes to furnish the item so identified and does not propose to furnish an "equal" unless the proposed "equal" is identified. The reference to the

manufacturer's name, trade name or catalog number is intended to be descriptive, not restrictive and is used to indicate to the prospective respondent articles that will be satisfactory. Bids on other makes will be considered provided the proposal clearly states the item being proposed is an exception but an equal on the proposal form. The Purchasing Agent reserves the right to approve as an equal or to reject as not being equal any article that the respondent proposes to furnish which contains major or minor variations from the specification requirements.

#### 11. MULTIPLE PROPOSALS

No respondent will be allowed to offer more than one proposal price on each item even though alternate models or styles may meet the specifications. Alternates will be considered only if requested by the Town of Groton.

# 12. EXCEPTIONS TO SPECIFICATIONS

If the material/equipment offered differs from the provisions contained in this specification, such differences must be explained in detail on the sheets attached to this proposal, and if such deviations do not depart from the intent of this notice and are in the best interest of the Town, the proposal will receive careful consideration. The absence of written deviations will hold the bidder strictly accountable to the Town of Groton to the specifications as written.

# **13. TESTS**

Before approval, the Town Manager or his agent, shall have the right to inspect and test the materials and equipment furnished in accordance with this notice. When samples are required from respondents receiving the award, the samples may be retained by the Town of Groton until the delivery of the proposal items. Respondents whose samples are retained may pick them up after the delivery of the proposal items have been accepted by the Town. Respondents shall be responsible for delivery and removal of samples. Cost of delivery and removal of samples is to be the responsibility of the respondent. All samples are to be marked "Samples" and delivered to the purchasing office. The package must indicate the name of the respondent, item enclosed and the bid number. Failure to properly identify the samples relieves the Town from any responsibility for their safe return and may disqualify the respondent from submitting a proposal.

# 14. INQUIRIES

Any inquiries regarding the proposal shall be directed to: JOHN F. PIACENZA, PURCHASING AGENT, (860) 441-6681. Technical questions should be

addressed to MARY GARDNER, ASSESSOR, (860) 441-6665. Pricing shall not be discussed with any individual in the Town other than the Purchasing Agent. Once a proposal date has been established only questions relevant to the technical aspects of the proposal or how to properly complete the proposal form may be addressed. Any vendor contacting any individual other than those named in this section may have their proposal rejected by the Purchasing Agent. If addenda clarifying the proposal or providing additional information to respondents are necessary the Purchasing Agent of the Town can, at his option, extend the date of the proposal opening. It is assumed that each respondent submitting a proposal will have made himself/herself familiar with the requirements of the specifications and requested an on-site review if necessary so that his/her proposal is all-inclusive as per the intent of the specifications.

## 15. MATERIALS AND EQUIPMENT

All materials/equipment shall be furnished complete and ready for use as indicated in specifications. Any materials/equipment not specifically mentioned herein, but which is necessary for the successful installation and/or operation of the systems shall be specified and quoted by the respondent.

#### 16. GUARANTEE

The respondent guarantees that all articles offered for sale fully comply with the specifications. All expenses covering return of and replacement of defective or improper merchandise will be assumed by the vendor. In no instance shall the vendor refer the Town to any distributor or manufacturer for settlement of any claim arising from defective or improper merchandise. If the vendor shall fail to replace or repair any defective or improper merchandise within 30 days from date of notice, the Town may make the necessary corrective arrangements and deduct the cost from money due the vendor or bill the vendor. The vendor agrees to reimburse the Town in such instances. Samples of any warranties or guarantees which will apply to the goods being offered for sale shall be included as part of this bid.

#### 17. BASIS FOR SELECTION OF VENDOR

The Purchasing Office reserves the right to reject the proposal of a respondent who has previously failed to perform properly or complete on time proposals of a similar nature or a proposal of a respondent who upon investigation by the Town has shown that he/she is not in a position to perform the contract. The Town's review procedure in evaluating the proposals received will include, but not be limited to, performance review, warranties, maintenance contract content, costs and availability, installation costs, and reputation of manufacturer qualification and experience of personnel, understanding or assignment and work plan, previous

experience. A demonstration of your product may also be required by the Town. All of this will be used in order to determine the LOWEST responsive respondent for the project or purchase.

# 18. QUANTITY/CONTRACT LENGTH

The Town of Groton reserves the right to purchase more or less than the quantity of items specified or may withdraw any or all requested items. Vendors are advised that the contract may be awarded in whole or in part. The Town of Groton is not bound to accept a proposal in its entirety. The Town of Groton may cancel this contract at any time if in the opinion of the Town the firm is not performing as stated in the specifications. Any contract resulting from this proposal may be terminated by the Town, or by the firm that receives the award, provided a minimum of 90 days written notice is given.

## 19. TIE PROPOSALS

If two (2) or more respondents submit identical proposals and are equally qualified, the decision of the Town to make an award to one or more of such respondents shall be final. The Town, after determining that each respondent would provide equal benefit to the Town, shall set a separate date for a public drawing to determine the respondent that will be awarded the contract. The respondents involved will be notified in writing of when this drawing will be and will be notified in writing of the chosen vendor.

#### **20. AVAILABILITY OF FUNDS**

A proposal or contract shall be considered executory only to the extent of appropriation available to each agency for the purchase of such articles. The Town's extended obligation on these contracts that anticipate extended funding through successive fiscal periods shall be contingent upon actual appropriations for the following fiscal years. Any respondent or contract let for more than one fiscal period is also contingent upon performance of the vendor meeting the specifications. If, in the determination of the Town of Groton, a vendor is not meeting the requirement of the specifications the Town may terminate the proposal or contract with 30 days written notice to the vendor. This can occur at any time during the contract period.

#### 21. PROPOSAL ALTERATIONS/SIDETRACK AGREEMENTS

No alterations or sidetrack agreements changing the specifications shall be valid unless made in writing to the Town and signed by the Purchasing Agent and department head. This agreement must be sent to the Purchasing Agent of the Town of Groton for consideration and review.

# 22. ALTERNATIVE/RECYCLED PRODUCTS

Wherever possible, the Town of Groton would like to receive quotes from vendors on products that are environmentally safe, in that they do not contain toxic chemicals as identified under Subpart z. of the OSHA "Right to Know" standard, or products that contain recycled material and post consumer material, or re- refined motor oils, etc. We would like to purchase products that do not require special disposal requirements or respirator requirements where possible and are not harmful to others, including animals. If these products could be supplied as an alternative to what is being requested please provide a special sheet attached to the proposal form showing the price of the item, the item being substituted and the new or alternative product. Please also supply the manufacturer's literature describing the product and its uses. IF POSSIBLE, AND IF NOT INFLUENCING THE COST IN ANY WAY, THE TOWN OF GROTON WOULD LIKE TO RECEIVE ALL PROPOSALS ON PAPER AND IN BINDERS MEETING OR EXCEEDING THE EPA GUIDELINES FOR PAPER. THIS SHOULD BE SO NOTED ON YOUR PROPOSAL IF YOU COMPLY.

PLEASE PROVIDE A SEPARATE SECTION ATTACHED TO THE PROPOSAL FORM IF YOU WOULD SUGGEST USING REMANUFACTURED OR RECYCLED PRODUCTS FOR THIS PROJECT. ANY SUBSTITUTION OF A PRODUCT OF THIS TYPE MUST MEET PROVEN CONSTRUCTION STANDARDS AS RECOGNIZED BY THE STATE AND FEDERAL GOVERNMENT.

#### **23. OTHER**

The Town of Groton is eligible in most cases to receive GSA pricing and Federal and State contract pricing options. Each respondent should check with the applicable State or Federal Agency to determine if the government pricing for such commodities has been extended to political subdivisions.

The Town of Groton is an Affirmative Action/Equal Employment Opportunity Employer. The Town of Groton and any vendor awarded this project shall comply with the regulations of the United Sates Department of Transportation (Title 49, Code of Federal Regulations, Part 21), issued in implementation of Title VI of the Civil Rights Act of 1964, 78 Statute 252, 42 United States code 2000d to 2000d-4.

Further, the Town of Groton and any vendor awarded this contract warrants that in the performance of this project, it will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religion, national origin, sex or physical disability, including, but not limited to blindness, unless it is shown to be that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States, or the State of Connecticut, and further agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission concerning the employment practices and procedures of the Town of Groton and any vendor awarded this contract as related to the provisions of this section. (Section 4-114a of the General Statutes of Connecticut as revised.) The Town of Groton shall follow the State of Connecticut Department of Transportation minority business affirmative action program as approved by the United States Department of Transportation.

The Town of Groton accepts no liability for the product until it is completely received and installed on the Town of Groton's premises. All respondents are responsible for the equipment while in transit to the Town of Groton.

The Town of Groton has extensive insurance requirements that must be met for certain services. If insurance is required it will be so stated on the proposal form and all respondents are expected to meet those requirements in full by providing a certificate of insurance at least ten (10) days prior to the start of any contract or service by the respondent awarded the proposal. Any respondent unable to provide the required insurance shall forfeit his right to the proposal award and the Town will reject his proposal. The vendor is required to maintain insurance for delivery and handling until the units are signed for by the Town of Groton representative. THE TOWN OF GROTON DOES NOT ASSUME ANY RESPONSIBILITY FOR THE EQUIPMENT UNTIL IT IS ON SITE AND IN THE CARE, CUSTODY AND CONTROL OF THE TOWN. THE RESPONDENT IS RESPONSIBLE FOR THE PRODUCT LIABILITY COVERAGE. THE VENDOR MUST HAVE EVIDENCE OF WORKER'S COMPENSATION COVERAGE IF HIS EMPLOYEES ARE DELIVERING THE ITEMS. IF THE VENDOR CONTRACTS WITH A FIRM. THAT DELIVERY FIRM IS THE RESPONSIBILITY OF THE RESPONDENT DURING ALL DELIVERY TO THE TOWN OF GROTON FACILITY AND UNTIL THE DELIVERY VEHICLE AND INDIVIDUALS LEAVE THE TOWN OF GROTON PREMISES.

# ATTACHMENT FOR CONTRACTORS TOWN OF GROTON "OSHA LOCK OUT TAG OUT STANDARD REQUIREMENTS" HAZARD COMMUNICATION REQUIREMENTS

HAZARDOUS COMMUNICATION: The Town of Groton requires that any vendor or contractor using hazardous materials or any material that would fall under the OSHA "Right to Know" standard provide a list to the Town of Groton of those materials that will be used while on Town property as well as the material safety data sheets for those products. Conversely, the Town of Groton shall inform the Contractor of where the "Employee Right To Know" station is in the area where they are working so that the Contractor's employees can be aware of any substances that they may encounter while working within the Town of Groton workplace.

LOCK-OUT TAG-OUT STANDARD: The Town of Groton requires that any contractor that maintains or is hired to work on any Town equipment abide by the OSHA "Lock Out Tag Out" standard. The Contractor must provide his worker's with locks, hasps and keys approved by OSHA for the proper locking and tagging out of equipment from its power source according to the OSHA standard. The Town of Groton is not responsible for providing the Contractor with the locks and hasps. The Contractor is responsible for complying with this standard and assuring that all of his employees comply with it while working on Town of Groton equipment. The Town requires that any Contractor's equipment brought onto Town property by the Contractor be properly locked or tagged out from its power source in accordance with the OSHA standard.

The Town of Groton does maintain a respondent's list of qualified vendors. The Town may, at its option, mail specifications to these respondents as a courtesy. The Town is under no obligation to notify vendors of bid opening dates. The Town of Groton posts its Invitations to Bid and Requests for Proposals on its website.

The Town of Groton does not discriminate against individuals with disabilities as provided in the Americans with Disabilities Act (ADA). The Town expects that the vendors and/or contractors that it does business with will comply with the Americans with Disabilities Act to the extent required by law. If awarded a contract with the Town, the successful vendor/contractor will be required to sign a statement agreeing to comply with the provisions of the ADA.

# I AGREE TO COMPLY WITH THE AMERICANS WITH DISABILITIES ACT (ADA) TO THE EXTENT REQUIRED BY LAW.

#### VENDOR/CONTRACTOR

The following information is requested by the Town of Groton.	You are not required
to answer these questions.	

Has your business been in existence for one (1) full year?

Is your company based in Connecticut?

Have the gross receipts for your company been less than \$3,000,000 for the most recently completed fiscal year?

Is 51% or more of the stock in the company owned by a person or persons who are minorities as defined in sec 32-9n of the Connecticut General Statutes?

Do minorities/women play an active role in the day-to-day affairs of the business?

COMPANY
REPRESENTATIVE
PHONE
ADDRESS
EMAIL ADDRESS

#### **INSURANCE REQUIREMENTS**

The Contractor, at his expense, will provide, carry and maintain throughout the term of this contract, adequate insurance as requested by the Town that will protect the Contractor, the Town of Groton, its officers, employees and volunteers from any and all claims for loss, damage, injury or death which may arise from the operation of this contract by the Contractor or anyone directly or indirectly employed by them. Policies shall be so written that the Town of Groton will be notified of cancellation at least thirty (30) days prior to the effective date of such cancellation. Certificates showing that all of the Contractor's operations are covered, and stating the coverage with the Town included as an additional insured, the limits of liability, expiration dates and exclusions, if any, will be filed with the Town of Groton before the term of the contract commences.

The Contractor shall provide the Town with certification by a properly qualified representative of the insurer that the Contractor's insurance complies with this section.

All of the insurance policies required shall have the legal company name of the insurer providing coverage, and contain the current rating of the insurer as provided by "Best's Insurance Reports", which must be A-, VII or above. This obligation applies to coverage written on an occurrence as well as a "claims-made" basis.

The Insurance Certificate must state whether coverage are written on an "occurrence" basis or a "claims-made" basis. All insurance must maintain that the Town is an "additional insured" for General Liability and Umbrella policies, and any other coverage as the Town may require for specific projects. Such insurance must be issued by insurance companies licensed to write such insurance in the State of Connecticut.

The Town of Groton, its officers, officials, employees and volunteers are to be covered as insured as respects liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, occupied, or used by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Town, its officers, officials, employees, or volunteers.

The Contractor's insurance coverage shall be primary insurance as respects the Town, its officials, employees and volunteers. Any insurance or self insurance maintained by the Town, its officers, officials, employees

or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

# SECTION A. WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY

Worker's Compensation must be provided in accordance with the Worker's Compensation Laws of Connecticut. Should a Contractor be involved in operations requiring coverage under special State or Federal Acts, such as Maritime or Railroad, the Contractor must provide evidence of this coverage. Should a Contractor be exempt from the Worker's Compensation Laws of the State of Connecticut, or any other State or Federal requirements, evidence of such exemption must be provided to the Town and a "Hold-Harmless" agreement provided in language satisfactory to the Town holding it harmless in the event of any claim for injury or damages. Contractors based out-of-state must provide evidence that their Worker's Compensation policy will cover injuries/illnesses sustained while working in the State of Connecticut.

The Contractor is responsible for ensuring that all of its subcontractors carry Worker's Compensation Insurance, as described above.

Employer's Liability must be provided in accordance with the following limits:

\$500,000 each - Bodily Injury \$500,000 disease - Policy Limit - Bodily Injury \$500,000 disease - Each Employee - Bodily Injury

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# **SECTION B. GENERAL LIABILITY**

#### B.1 OCCURRENCE POLICY GUIDELINES

General Liability - Written under commercial or comprehensive form including the following: (Premises/Operation, Products/Completed Operations, Contractual, Independent Contractors, Broad Form Property Damage, and Personal Injury.)

•	General Aggregate	\$1,000,000
•	Products/Completed Operations Aggregate	\$1,000,000
•	Personal & Adv Injury	
	\$1,000,000	
•	Each Occurrence	\$1,000,000
•	Fire Damage (any one fire)	\$1,000,000
•	Medical Expense (any one person)	\$
	10,000	

 Also "follow form" umbrella coverage over General Liability, Employer's Liability and Auto Liability in a minimum amount of \$1,000,000.

The Town requires that these aggregate limits be maintained by the Contractor as required. It is the responsibility of the Contractor or his representative to notify the Town if ever or whenever claims reduce the General Aggregate below \$1,000,000. If the aggregate limits include defense costs the Town should be so notified. It is the responsibility of the Contractor and his insuring agent to provide the Town with current certificates throughout the contract period keeping the required limits in full force and effect. The Town of Groton reserves the right to modify or change the requirements at any time if it is in the best interest of the Town to do so.

#### B.2 CLAIMS-MADE COVERAGE GUIDELINES

General Liability - Written under commercial or comprehensive form including the following: (Premises/Operations, Products/Completed Operations, Contractual, Independent Contractors, Broad Form Property Damage, and Personal Injury).

The Town requires that the Certificate of Insurance include the retroactive date of the policy. Retroactive dates must be either before or coincident with the Contract's inception.

The Town requires prompt and immediate notice of the following:

- 1. Erosion of any aggregate limits,
- 2. Advance of any retroactive dates,
- 3. Cancellation or non renewal. Prior 30 day notice.

The Town requires that any extended reporting period premium be paid by the named insured. The reporting of possible claims to the Town of Groton is necessary and the Town retains the right to require that the extended reporting period be invoked by the Contractor at his/her expense. The Town requires that if any excess coverage is secured to meet the requirements that the retroactive dates be concurrent with the primary policy and that the retro dates be either before or coincident with the inception of the Contract. If the retroactive date is moved, or if the policy is canceled or not renewed, the Contractor must invoke the tail coverage option, at no expense to the Town but rather at the expense of the Contractor, in order to adequately assure that the policy meets the above requirements.

**Liability Limits**: Same as those under Section B.1 "Occurrence Policy Guidelines"

#### B.3 OTHER COVERAGE

The coverage below apply only if there is an amount stated, otherwise coverage is not being requested at this time.

Underground Explosion and Collapse Hazard	\$
Blasting/Explosion	\$
Pollution Legal Liability	\$

The above coverage are on a combined single limit basis for bodily injury and property damage, on an occurrence form.

# SECTION C. <u>AUTOMOBILE LIABILITY</u>

- C. Automobile Liability coverage for commercial or comprehensive automobile liability (vehicular), covering any auto, all owned autos (private passenger), all owned autos (other than private passenger), hired autos and non-owned autos.
  - ◆ Combined Single Limit Bodily Injury/Prop Damage \$1,000,000
  - ◆ Also "follow form" umbrella coverage over General Liability, Employer's Liability and Auto Liability in a minimum amount of \$1,000,000.

Insurance under B & C above must provide for a 30-day notice to the Town of Groton of cancellation, non-renewal, termination, or any restrictive amendment.

# SECTION D. PROFESSIONAL LIABILITY

D. The Contractor must have professional errors and omissions coverage with a liability limit of \$2,000,000 aggregate. The professional firm must provide proof that these limits are available under the policy depicted in the Certificate of Insurance. The professional is responsible for the payment of any deductible associated with any claim made against this policy. The firm must state whether the coverage is occurrence form or claims made coverage. If the coverage is claims made it is the Contractor's responsibility to assure that the coverage remains in force

not only concurrently with the project dates but as per the terms of the contract specifications.